

DISTRIBUTOR CODE OF ETHICS

Shanghai United Imaging Healthcare Co., Ltd. and all its subsidiaries, affiliates (collectively, “UIH”) are committed to integrity, honesty, and fair marketing activities, and hereby set forth this Distributor Code of Ethics (“CODE”) as expectations of the highest ethical standards in every aspects of Distributors’ dealing with their customers, business partners, and government authorities.

Distributors of UIH are advised to review the CODE and ensure all relevant areas of their business conform to these standards. UIH reserves the right to amend the CODE from time to time, and Distributors shall comply at all times with the CODE as amended. If the Distributor is found to be acting otherwise than in accordance with these standards, UIH reserves the right to immediately suspend the payment due and/or to terminate any distributor arrangements or distribution cooperation relationship that may be in place.

SECTION 1. INTEGRITY, ETHICS AND CONDUCT

- 1.1 Compliance with the Law.** Distributors must operate and obey in full compliance with applicable laws, rules and regulations, and are encouraged to communicate the CODE to, and make the CODE understood by their employees, officers, consultants, agents, affiliates and temporary workers in equal manners. The requirements outlined in this CODE are not intended to supersede or alter Distributors’ existing regulatory and contractual obligations. Distributors should consult their respective contracts, agreements and purchase orders as they may contain additional obligations or higher standards than those set out in the CODE.
- 1.2 Anti-corruption and Fair Competition.** Distributors must observe and preferably adopt policies on the U.S. Foreign Corrupt Practices Act (FCPA), the Anti-Unfair Competition Law of the People’s Republic of China (AUCL), and other global and local anti-corruption and anti-bribery laws applicable to the regions where they operate. Where no such local laws are prescribed, the Distributors shall nonetheless maintain appropriate transparency in its dealing, for instance, by requiring that prior written notification is made to the hospital administration or locally-designated competent authority. UIH aims to compete on the merits of our products and services *only*, and does not tolerate or endorse Distributors’ offer, provision, promise or acceptance of a bribe, by themselves or through an intermediary. A bribe is defined as of any payment, fee, gift, loan, reward, goods or thing with value and is directly or indirectly provided in order to obtain business advantage and improperly influence action or decision. Additionally, Distributors are expected to conduct themselves in a manner that is fair, professional and that will not bring the UIH into disrepute.
- 1.3 Gifts.** Gifts, travel, meals, entertainment and other business courtesies (collectively, “Gifts”) that give the appearance of aforementioned bribe are strictly prohibited. The CODE *only* recognize and permit Gifts that are modest, infrequent, reasonable, proportionate, in good faith and for legitimate purpose. This exception does not apply in countries where receipt of Gifts by healthcare professionals and/or government officials is in contravention to laws or industry standards. Gifts must be properly recorded and disclosed to UIH in compliance with applicable global laws and the laws where the healthcare professional is licensed or the government official holds office. No Gifts may be made on behalf of or in the name of UIH.
- 1.4 Charitable Donations.** Distributors shall execute adequate due diligence to ensure donations for charitable or other humanitarian purposes in connection with UIH products or services are *only* to charitable organizations or other non-profit entities entitled to receive them under applicable laws. Charitable donations

must not be granted to individuals but to organizations, hospitals, entities, and must not be tied in any way to past, present or potential future use or recommendation of UIH products or services or to any promise of business.

- 1.5 Sponsorship.** The Distributor may organize or sponsor educational, scientific or academic events related to UIH products or services on conditions that the events are not offered to improperly influence any decision and does not compromise the healthcare professionals' independence. When organizing such events, the Distributor must pay *only* expenses relating to necessary travel, meals, accommodation and registration fees to moderate level and all expenses must be documented in books and records.
- 1.6 Dealing with Government Official.** No portion of the UIH compensation, reimbursement or any payment shall directly or indirectly be offered, promised or given to a government, a government-controlled entity, a public international organization, or a non-governmental institution whose employees act in an official capacity for or on behalf of the any of the foregoing, or any officer, directors, stockholders, agents, employees, consultants, political party or candidate for office thereof (collectively, "Government Official"), to influence any act or decision of the Government Official in his/her official capacity.
- 1.7 Anti-trust.** Distributors should only gather competitor information in the public domain, and use it lawfully. Distributors must not discuss bidding practices and/or enter into agreements, coordinated practices or understandings with competitors, or share with competitors' information that is competitively sensitive.
- 1.8 Fraud.** The act or intent of cheating, tricking, stealing, deceiving, misrepresenting and lying for personal or professional advantage is incompatible with UIH values. Distributors shall not engage in any fraudulent or dishonest behaviour including but not limited to misusing UIH resources for private purposes, making false expense claims, forging invoices or documentations, and stealing UIH assets. Allegations of fraud will be investigated and referred to law enforcement when warranted.
- 1.9 Money-laundering and Financing of Criminal Activity.** Distributors shall be watchful for and notify UIH accordingly of any unusual or suspicious use of UIH resources to facilitate money laundering or to finance criminal activities. These may include attempted payments from unusual financing sources that involve the transfer of funds to or from countries or entities not related to UIH transactions or clients.

SECTION 2. CONFIDENTIALITY, CONFLICT OF INTEREST

- 2.1 Intellectual Property and Confidentiality.** Every UIH information not available in the public domain is valuable and must be protected. Distributors shall safeguard UIH information, not to disclose or release it to any unauthorized third party, and use it *only* for its intended business purpose. Distributors shall be aware that information developed or shared as a result of the business process with UIH is proprietary to UIH and must be kept as UIH confidential information. Distributors acknowledge that UIH is the sole owner of "*United Imaging*", "*UIH*" or patents, trademarks, copyrights, trade names, trade secrets and any other intellectual property similar or dissimilar to the foregoing and shall not use them in a way that may harm the reputation or standing of UIH or competing against UIH. Furthermore, Distributors shall not infringe on the intellectual property rights and confidential information belonging to third parties.
- 2.2 Inside Trading.** Distributors shall ensure the material non-public information obtained in the course of business dealing with UIH is not used to trade stocks by any companies or to advise anyone on trading stocks of the target companies related to such non-public information.
- 2.3 Data Privacy.** UIH expects Distributors to take appropriate controls and protective measures in the collection, retention, use and/or processing of personally identifiable information, personal data and other personal information as defined in relevant data privacy laws.

2.4 Conflict of Interest. Distributors must avoid financial, business or other relationships which may compromise the performance of their duties under the business arrangement with UIH. Where such situation inevitably arises, Distributors shall disclose to UIH at least ten (10) business days in advance.

SECTION 3. EXPORT AND IMPORT CONTROLS

3.1 General Compliance. Distributors must comply with all applicable export control and sanction law, regulations, and administrative requirements of all countries and/or territories, particularly such laws and regulations of the United States of America (collectively, “Export Regulation”). Distributors shall not export, re-export or in-country transfer, directly or indirectly, the products and technical data provided by UIH to or for the use of (a) anyone on the lists of Specially Designated Nationals and Blocked Persons List, Denied Persons List, Entity List, Unverified List, Debarred List or Nonproliferation List and other restricted party lists as amended from time to time (collectively, “Restricted Party List”); (b) anyone located in, under the control of, or a national or permanent resident of Cuba, Iran, North Korea, Sudan, Syria, Venezuela and Crimea Region of Ukraine; and (c) to other parties designated by the Export Regulation as terrorists, Military End User List as defined in supplement n.7 to part 744 of the Export Administration Regulation or threats to U.S. national security, foreign policy or economic interests. The product and any technical data provided by UIH shall be used solely for medical purposes and not for the design, production or use of nuclear, missile, chemical and biological weapons activities or systems, drones or vehicles capable of delivering weapons. Distributor shall promptly provide UIH with all information pertaining to the transactions (including the end use and end user), execute any export due diligent documents, and liaise with other parties when necessary.

3.2 Representation and Warranty. Distributors represent that their shareholders, affiliates, contractors, freight forwards, and other business partners participated in the dealing with UIH and these parties’ respective representatives, directors and employees are not on the Restricted Party List and the Partners are not directly or indirectly owned 50% or more by any party or parties on the Restricted Party List, solely or in the aggregate.

3.3 License Application. (Re)export of UIH product and technical data is conditioned upon the determination whether it requires authorization from any competent authorities that have jurisdiction and whether such authorization is received, and such determination is subject to change without notice. Where execution is prevented by any impediments or unexpected incidents arising during the determination including but without limitation the changes in Restricted Party List or the inability to secure a required authorization within time limits, UIH may unilaterally alter or terminate distribution arrangements without incurring any compensatory, punitive, incidental, special, liquidated and/or consequential damages.

SECTION 4. HUMAN AND ENVIRONMENTAL CONSIDERATION

4.1 Labour and Working Conditions. Distributors are expected to provide for all workers a fair and ethical working environment which integrates appropriate labour and human rights policies and practices. The workplace are advised to be furnished with fully-functioning water, sanitation and hygiene services, and equipped with safe working precautionary conditions against occupational diseases or accidents.

4.2 Anti-discrimination. Distributors shall not engage in discrimination on the basis of sex, race, color, age, religion, sexual orientation, national origin or citizenship, physical or mental disability and other basis protected by the law.

4.3 Anti-harassment. Every worker deserves to be treated with dignity and respect. Distributors are expected not to bully workers or threaten workers with or subject them to unlawful or inhumane treatment, including

but not limited to verbal, physical, sexual or psychological abuse and harassment.

- 4.4 Forced labour.** Distributors must proactively identify, address, and report on incidents of modern slavery practices, including without limitation to forced labour, slavery-like practices and human trafficking in their business operations and distribution chains. Distributors are expected to ensure all work is undertaken without coercion, to employ workers who are above the minimum legal age, and to guarantee workers with statutory entitlements, minimum wage, maximum working hours and other rights granted by the laws.
- 4.5 Environmental Sustainability.** Distributors are encouraged to perform business practices that minimize the environmental impact, to contribute to the local community, and to demonstrate accountability in relation to their environmental credentials.

SECTION 5. PROCEDURES

- 5.1 Indemnification and Hold Harmless.** Distributors agree to indemnify and hold harmless UIH from and against any claim, investigation, proceeding, action, fine, loss, cost and damages arising out of or relating to any Distributors' non-compliance with the CODE and/or Distributors' provision of false, misleading or incomplete information, and the Distributor shall compensate UIH for all losses and expenses resulting thereof include but not limited to attorney fees, investigation fees and litigation cost.
 - 5.2 Reporting and Corrective Action.** Distributors are expected to periodically self-assess their compliance with the CODE and take timely action to correct any deficiencies or breaches reported or identified by such assessment. Distributors shall inform UIH the assessment results and any reasonably suspected violation by reporting to [compliance@united-imaging.com]. UIH encourages Distributors to make anonymous claims, and shall keep the reports and identifiable information confidential unless obtaining the consent of the reporter, or required by law enforcement actions.
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